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Attorneys for Plaintiff and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

ALICIA FERRELL, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

CORESITE, L.L.C., a Delaware limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 22CV396904

(Assigned to the Honorable Sunil R. Kulkarni,
Department 1)

**DECLARATION OF MAI TULYATHAN
IN SUPPORT OF PLAINTIFF'S MOTION
TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT**

Date: September 21, 2023

Time: 1:30 P.M.

Dept.: 1

Complaint Filed: April 14, 2022

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I, Mai Tulyathan, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, counsel of record for Plaintiff Alicia Ferrell (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

PROCEDURAL HISTORY

2. On February 11, 2022, Plaintiff provided written notice to the California Labor & Workforce Development Agency (“LWDA”) and Defendant CoreSite, L.L.C. (“Defendant”) asserting claims for civil penalties pursuant to Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, *et seq.*, predicated on violations of Labor Code § 226(a). Attached hereto as **Exhibit A** is a true and correct copy of Plaintiff’s February 11, 2022 PAGA notice to the LWDA.

3. On April 14, 2022, Plaintiff filed a complaint in the Superior Court of California, County of Santa Clara, asserting a single cause of action for violation of Labor Code § 2698, *et seq.*, predicated on violations of Labor Code § 226(a).

4. Specifically, in this lawsuit, Plaintiff alleges that whenever overtime wages were paid to Plaintiff and aggrieved employees, Defendant issued inaccurate wage statements that failed to identify the applicable hourly rate of pay for overtime wages. Based on that, Plaintiff alleges a violation of Labor Code § 226(a) under the PAGA.

5. After commencement of the lawsuit, the Parties met and conferred regarding potential settlement and agreed to participate in private mediation with wage-and-hour mediator Steve Serratore, Esq.

6. In connection with mediation, the Parties engaged in informal discovery. Defendant provided Plaintiff with information and data pertaining to the PAGA Group, including the number of wage statements and pay periods at issue, as well as Defendant's policies pertaining to the issuance of wage statements. Defendant also provided wage statement exemplars showing that Defendant cured the wage statement violation as of

February 25, 2022. The data provided allowed Plaintiff's counsel to analyze liability and exposure in preparation for the mediation.

7. On October 19, 2022, the Parties participated in private mediation with mediator Steve Serratore, Esq. The Parties spoke at length about the strengths and weaknesses of each side's claims and defenses. The Parties continued settlement negotiations following the mediation, facilitated by Mr. Serratore, and reached the current settlement of Plaintiff's PAGA claims.

8. In resolution of Plaintiff's PAGA claims, the Parties entered into the Settlement Agreement, a true and correct copy of which is attached hereto as **Exhibit B**.

9. Based on the foregoing and on their own independent investigation and evaluation, Plaintiff's counsel is of the opinion that the PAGA settlement with Defendant for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of Plaintiff, the State of California, and the aggrieved employees (or "PAGA Group").

10. From the inception of the case, Plaintiff's counsel has zealously represented the interests of the aggrieved employees. The settlement was obtained for the benefit of the PAGA Group, as opposed to the individual Plaintiff.

SUMMARY OF THE PROPOSED SETTLEMENT

11. The aggrieved employees affected by this Settlement include "all individuals who are or previously were employed by Defendant in California as non-exempt employees who earned overtime during the PAGA Period" ("PAGA Group" or "PAGA Group Member"). (Settlement Agreement at ¶ I.2.) Attached hereto as **Exhibit C** is a true and correct copy of the Notice of Private Attorneys General Act (California Labor Code § 2698, *et seq.*) Settlement to be mailed to the PAGA Group Members.

12. The PAGA Period is defined as any time from February 11, 2021, through February 25, 2022. (*Id.* at ¶ I.13.) The Parties agreed to the end date of the PAGA Period of February 25, 2022, as Defendant revised its wage statement practices as of February 26, 2022, to identify the rate of pay for overtime wages.

1 13. As set forth in the Settlement Agreement, the Parties have agreed that a total of
2 One Hundred Forty-Two Thousand Five Hundred Dollars (\$142,500.00) (the “Gross
3 Settlement Amount”) shall be paid by Defendant in settlement of the Action. (Settlement
4 Agreement at ¶ III.2.) The terms of the Settlement Agreement provide for an award of
5 attorneys’ fees not to exceed \$47,500.00, and reimbursement of litigation costs of up to
6 \$17,000.00 to Plaintiff’s counsel¹; enhancement payment to Plaintiff in the amount of
7 \$5,000.00 for serving as the PAGA representative; and settlement administration costs of up to
8 \$2,950.00. (*Id.* at ¶ III.3.)

9 14. The balance of the Gross Settlement Amount remaining after deduction of the
10 amounts above will be available for distribution to the LWDA and PAGA Group (the balance
11 of the Gross Settlement Amount remaining after the above deductions shall be referred to as
12 the “Net PAGA Payment”). (Settlement Agreement at ¶ I.10.) After subtraction of Plaintiff’s
13 counsel’s Fees and Costs, Plaintiff’s enhancement payment, and settlement administration
14 costs, the Net PAGA Payment is approximately **\$70,667.14**.

15 15. Pursuant to the PAGA, seventy-five percent (75%) of the Net PAGA Payment,
16 or approximately \$53,000.35, will be distributed to the LWDA for PAGA penalties. (*Id.* at ¶
17 III.4.) The remaining twenty-five percent (25%) of the Net PAGA Payment, or approximately
18 \$17,666.79, will be distributed to the PAGA Group. (*Id.*)

19 16. The portion of the Net PAGA Payment distributed to the PAGA Group will be
20 distributed on a *pro rata* basis, based on the number of pay periods that PAGA Group
21 Members received overtime compensation during the PAGA Period. (Settlement Agreement
22 at ¶ III.4.a.)

23 17. Defendant has represented that there are 141 PAGA Group Members. Based
24 upon Defendant’s records, the number of pay periods during which overtime wages were paid
25 to PAGA Group Members during the PAGA Period is approximately 2,972. (Settlement
26 Agreement at ¶ III.2.a.)

27
28 ¹ As further explained below, Plaintiff’s counsel seeks reimbursement of actual litigation costs
in the amount of \$16,382.86.

18. Based on the number of PAGA Group Members, on a raw average, each PAGA Group Member may potentially recover approximately **\$125.30** from the portion of the Net PAGA Payment attributable to the PAGA Group. The amount any particular PAGA Group Member will be entitled to recover will fluctuate depending on the number of pay periods he or she was paid overtime wages during the PAGA Period. This is fair, as it directly allocates greater penalties to individual PAGA Group Members who have allegedly suffered greater harm.

19. The Parties have agreed to retain Phoenix Settlement Administrators to administer the Settlement, with the administration costs estimated not to exceed \$2,950.00. Attached hereto as **Exhibit D** is a true and correct copy of the settlement administration bid received from Phoenix Settlement Administrators for administration of this settlement.

20. PAGA Group Members will be subject to only a limited release strictly confined to the civil penalties available under PAGA, and attorneys' fees and costs, for underlying violations of Labor Code § 226, that accrued during the PAGA Period and nothing more. (*Id.* at ¶¶ I.16, III.5.)

POTENTIAL CIVIL PENALTIES

21. At the time of mediation, Defendant represented that there were approximately 2,972 wage statements that included overtime wages between February 11, 2021, and February 25, 2022. Therefore, pursuant to the PAGA, Plaintiff's counsel calculated total exposure to be as high as \$743,000.00 ($\$250 \times 2,972$ pursuant to Labor Code § 226.3).

22. Defendant represents that there were a total of approximately 2,972 wage statements with payment for overtime wages between February 11, 2021, and February 25, 2022. Therefore, pursuant to the PAGA, Plaintiff calculated total exposure to be as high as \$743,000.00 (2,972 pay periods x \$250 per pay period, pursuant to Labor Code § 226.3). (*Raines v. Coastal Pac. Food Dist.* (2018) 23 Cal. App. 5th 667.)

23. The maximum penalty calculation assumes that Plaintiff will prevail on the merits. Here, Plaintiff asserts that her representative PAGA claims are based on the allegations that Defendant failed to provide accurate itemized wage statements.

24. Although Plaintiff is reasonably confident that she would prevail at trial, proceeding in litigation entails significant risk on the underlying merits of Plaintiff's theory, in addition to the still-developing law under PAGA.

25. While Plaintiff maintains that there does not exist any reason for reducing PAGA penalties, Plaintiff is aware that Defendant could make a compelling argument to the contrary. Defendant has denied violations of any applicable laws and denied liability for any claims asserted in the Action. In this regard, Defendant argued that the alleged violation is a technical one and the Court has discretion under PAGA to reduce the maximum allowable PAGA penalties, or to decide not to award PAGA penalties at all. Should Defendant have prevailed on its arguments or defenses above, the State of California and aggrieved employees would have been left with minimal or zero recovery. Moreover, Defendant has represented that it has revised its wage statement practices as of February 26, 2022, which limits any potentially recoverable PAGA penalties to the State of California and aggrieved employees.

26. Plaintiff is also aware that the Court has discretion to reduce PAGA penalties. Pursuant to Labor Code § 2699(f)(2), the Court can decline to award the full amount of PAGA penalties where “if, based on the facts and circumstances of the particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”

27. Here, the proposed settlement amount of \$142,500.00 amounts to approximately **19.2%** of the total possible liability in this matter.

28. I strongly believe that Plaintiff can prevail at trial. However, after taking into account sharply disputed factual and legal issues involved in this litigation, the risks attending further prosecution, including the still-developing law under PAGA, and the substantial benefits to be received pursuant to the compromise and settlement of the litigation, I have concluded that settlement on the terms set forth in the Settlement Agreement is appropriate and in the best interests of Plaintiff and the PAGA Group.

ATTORNEY EXPERIENCE

29. I am one of the primary attorneys on this matter. My qualifications are as follows: I received my JD from Loyola Law School in 2017. I received the First Honors

1 Award in Legal Research and Writing, First Honors Award in Appellate Advocacy, and First
2 Honors Award in Civil Litigation Practicum I for achieving the highest grade in those classes.
3 During law school, I was a Staff Editor for Loyola Law Review. I was also an extern at the
4 U.S. District Court, Central District of California, for the Honorable Christina A. Snyder, and a
5 certified law clerk at the San Diego County District Attorney's Office, Collaborative Courts
6 Division, and the Los Angeles County District Attorney's Office, Consumer Protection and
7 Environmental Crimes Division. In 2016, I participated in Loyola Law School's Scott Moot
8 Court Competition, where I placed Top 16 and was awarded the Top Ten Brief Award. In
9 2017, I participated in the Employment Rights Clinic, an extension of the Division of Labor
10 Standards Enforcement created to investigate retaliation complaints. Upon graduation from
11 law school, I was admitted to the California Bar in December 2017.

12 30. I am currently an associate at the law firm Diversity Law Group, P.C., an
13 employment law firm that has handled numerous wage and hour class and individual actions,
14 on both plaintiff and defense sides. The firm currently has cases in numerous state courts,
15 including the Santa Clara Superior Court, Los Angeles Superior Court, Orange County
16 Superior Court, San Diego County Superior Court, Monterey County Superior Court, as well
17 as the United States District Courts for the Central, Northern, Southern, and Eastern Districts
18 of California.

19 31. I am currently handling and/or have handled numerous wage and hour class
20 action and PAGA lawsuits, including *Magadia v. Wal-Mart Associates, Inc., et al.* (N.D. Cal.,
21 Case Number 5:17-cv-00062-LHK); *Garcia v. Wal-Mart Associates, Inc., et al.* (S.D. Cal.,
22 Case Number 3:18-cv-00500-L-MDD); *Lao v. H & M Hennes & Mauritz, L.P.* (N.D. Cal.,
23 Case Number 5:16-cv-333 EJD); *Arroyo v. Int'l Paper Company* (N.D. Cal., Case Number
24 5:17-cv-06211-BLF); *Baker v. California Forensic Medical Group, Inc., et al.*, Judicial
25 Council Coordination Proceeding No. 4999 (Monterey County Superior Court, Lead Case No.
26 17CV003723).

27 32. In 2018, I argued before the California Court of Appeal, Second Appellate
28 District, in the case of *Lee v. California Commerce Club, Inc.* (California Court of Appeal

1 Case Number B276171, LASC Case Number BC596924), and *Perez v. Standard Drywall, Inc.*
2 (California Court of Appeal Case Number A146819, Alameda Sup. Ct. No. RG15761142). In
3 that same year, I also assisted the firm in successfully obtaining class certification and partial
4 summary judgment by the United States District Court, Northern District of California in the
5 case of *Magadia v. Wal-Mart Associates, Inc.* (N.D. Cal., Case Number 17-CV-00062-LHK). I
6 third chaired the bench trial in that same case in December 2018.

7 33. I have also been certified and/or approved as class counsel in numerous other
8 wage/hour class actions. Most recently, I was certified as class counsel in the cases *Garcia v.*
9 *Wal-Mart Associates, Inc., et al.* (S.D. Cal., Case Number 3:18-cv-00500-L-MDD), *Richert v.*
10 *Samaritan, LLC, et al.* (Santa Clara County Superior Court, Case Number 17CV314186), *Song*
11 *v. THC – Orange County, Inc.* (C.D. Cal., Case No. 8-17-cv-965-JLS (DFM)), *Hernandez v.*
12 *Wells Fargo Bank National Ass’n, et al* (Santa Clara County Superior Court, Case No. 16-CV-
13 299319), and *Sims v. QG Printing II, LLC, et al.* (C.D. Cal., Case No. ED CV 20-1632-DMG
14 (KKx)), as part of the courts’ orders granting class certification pursuant to Fed. R. Civ. P. 23
15 and California Code of Civil Procedure § 382.

16 34. Moreover, I was granted final approval as class counsel in *Lao v. H & M Hennes*
17 *& Mauritz, L.P.* (N.D. Cal., Case No. 5:16:cv-333 EJD), *Abarca v. El Estero Car Wash, Inc. et*
18 *al* (Monterey County Superior Court, Case No. 18CV003398), *Valles v. Community Hospital*
19 *of the Monterey Peninsula* (Monterey County Superior Court, Case No. 17CV003452),
20 *Hernandez v. Wells Fargo Bank National Ass’n, et al* (C.D. Cal., Case No. 16-CV-299319);
21 *Baker v. California Forensic Medical Group, Inc., et al.*, Judicial Council Coordination
22 Proceeding No. 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading Company*
23 (Monterey County Superior Court, Case No. 19CV004512).

24 35. To date, I have incurred approximately 57.3 hours in connection with the
25 litigation of this lawsuit. Attached hereto as **Exhibit E** is a chart summarizing the amount of
26 work I have incurred to date on this matter.

27 36. In addition to the hours above, I also anticipate spending an additional 12.0 hours
28 through the completion of this case to handle any post-approval matter and any settlement

1 issues, including preparing for and attending the approval hearing, and
2 correspondence/communications with the Settlement Administrator, defense counsel, and/or
3 PAGA Group Members regarding any potential issues related to the settlement.

4 37. The total lodestar for my hours will be approximately \$41,580.00 based on 69.3
5 total hours, at an hourly rate of \$600.00 per hour. In 2019 and 2020, I was approved at an
6 hourly rate of \$450.00 per hour by various courts in a number of matters, including but not
7 limited to, *Lao v. H & M Hennes & Mauritz, L.P.* (N.D. Cal., Case No. 5:16:cv-333 EJD),
8 *Hernandez v. Wells Fargo Bank National Ass'n, et al* (Santa Clara County Superior Court,
9 Case No. 16-CV-299319), and *Abarca v. El Estero Car Wash, Inc. et al* (Monterey County
10 Superior Court, Case No. 18CV003398). In 2021, I was approved at the hourly rate of
11 \$500.00 in various cases, including *Baker v. California Forensic Medical Group, Inc., et al.*,
12 Judicial Council Coordination Proceeding No. 4999 (Monterey County Superior Court, Lead
13 Case No. 17CV003723); *Mendez v. Falcon Trading Company* (Monterey County Superior
14 Court, Case No. 19CV004512); and *Truong v. DS Services of America, Inc.* (Solano County
15 Superior Court, Case No. FCS054399). As of January 1, 2023, my hourly rate increased to
16 \$600.00 per hour. I was approved at the hourly rate of \$600.00 in *Moen v. Genentech, Inc.*
17 (San Diego County Superior Court, Case No. 37-2021-00008619-CU-OE-CTL), *Murray v.*
18 *Granite Wellness Centers et al.* (Nevada County Superior Court, Case No. CU20-084680),
19 *Cabalo v. Jones Lang LaSalle Americas, Inc.* (San Diego County Superior Court, Case No. 37-
20 2020-00044322-CU-OE-CTL), and *Osman-Bravard v. Placer Title Company* (Nevada County
21 Superior Court, Case No. CU21-085315).

22 LITIGATION COSTS

23 38. To date, my office has incurred actual litigation costs in the amount of
24 \$16,382.86. The costs are all litigation-related costs directly incurred in the prosecution of this
25 action, including filing and court fees, service of process fees, mediation fees, and postage.
26 Attached hereto as **Exhibit F** is a true and correct copy of costs my firm has incurred in
27 connection with the prosecution of this lawsuit. Plaintiff's counsel is only seeking \$16,382.86
28 of reimbursement of litigation costs out of \$17,000.00 under to the Settlement Agreement.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 28th day of August 2023, at Los Angeles, California.


Mai Tulyathan

EXHIBIT A

ALICIA FERRELL

c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

February 10, 2022

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT
REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: Ferrell v. CoreSite LLC

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of the claims asserted on behalf of myself and all similarly situated aggrieved employees against my employer, CoreSite LLC (the "Company"). I allege that the Company:

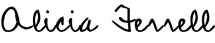
1. Violated Labor Code § 226(a) as the Company failed to provide accurate wage statements to me and other similarly situated aggrieved employees. Specifically, whenever I and other employees were paid overtime wages, the wage statements issued by the Company failed to identify the applicable hourly rates of pay for such wages. Rather, the wage statement only showed the base hourly rate of pay.

The address for the Company is as follows:

CoreSite LLC
1001 17th St
Suite 500
Denver, CO 80202

Please contact my attorney Larry W. Lee at the above address/phone number if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

93CAE7CE54C8460...
Alicia Ferrell

cc: CoreSite LLC (via certified mail)

EXHIBIT B

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement” or “Settlement”) is made and entered into between Plaintiff Alicia Ferrell (acting in a Private Attorney General capacity) and Defendant CoreSite, L.L.C. (“Defendant”).

I. DEFINITIONS

These terms, when used in this Settlement, have these meanings:

1. “Action” means the matter entitled *Alicia Ferrell v. CoreSite, L.L.C., et al.*, Santa Clara County Superior Court Case No. 22CV396904, and as set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency (“LWDA Letter”) on or about February 11, 2022.

2. “PAGA Group” or “PAGA Group Members” consist of the following: all individuals who are or previously were employed by Defendant in California as non-exempt employees who earned overtime during the PAGA Period.

3. “Complaint” or “Operative Complaint” mean the Representative PAGA Action Complaint filed in the Action, originally filed on or about April 14, 2022.

4. “Court” means the Superior Court of California for the County of Santa Clara.

5. “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment and Order Approving this Settlement and (b) the Judgment is final. The Judgment is final the later of (i) sixty-one (61) calendar days after entry of the Judgment, or (ii) if an appeal is filed, upon the date of final dismissal of the appeal, writ, or other appellate proceeding opposing this Settlement. It is the Parties’ intent that the Settlement shall not become effective until the Judgment has become completely final, and there is no timely recourse by an appellant or intervenor who seeks to contest the Settlement.

6. “Gross Settlement Amount” is the non-reversionary, all-inclusive sum of One Hundred Forty-Two Thousand Five Hundred Dollars and Zero Cents (\$142,500.00), which represents the total maximum amount payable under this Settlement by Defendant, including, without limitation, payments to all PAGA Group Members, payment to the LWDA, payment of PAGA Counsel’s attorney fees and costs, payment of Plaintiff’s enhancement payment, and payment to the Settlement Administrator for administration expenses.

7. “Individual PAGA Payment” means the amount to be paid to each PAGA Group Member based on the formula described in Paragraph III.4.a.

8. “LWDA” means the California Labor and Workforce Development Agency.

9. “Net PAGA Payment” is the amount remaining to distribute to the LWDA and PAGA Group Members after these amounts (if approved by the Court) are subtracted from the Gross Settlement Amount: (a) PAGA Counsel’s attorneys’ fees of up to one-third (1/3) of the Gross Settlement Amount, or \$47,500.00; (b) PAGA Counsel’s litigation costs of up to

\$17,000.00; (c) Plaintiff's enhancement payment of \$5,000.00; and (d) settlement administration expenses not to exceed \$2,950.00.

10. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

11. "PAGA Counsel" means Larry W. Lee, Max W. Gavron, and Mai Tulyathan of Diversity Law Group; and William L. Marder of Polaris Law Group.

12. "PAGA Period" means the period from February 11, 2021, through February 25, 2022.

13. "Parties" means Plaintiff and Defendant collectively.

14. "Plaintiff" means Alicia Ferrell.

15. "Released PAGA Claims" mean all claims under California Labor Code § 2698, *et seq.* (the Private Attorney General Act), based on the facts and theories alleged in Plaintiff's LWDA Letter and the Complaint, for violations of Labor Code § 226 arising within the PAGA Period.

16. "Released Parties" means Defendant and its predecessors, successors, parent, affiliated and subsidiary corporations, limited liability companies, limited partnerships, general partnerships and limited liability partnerships, present or past officers, directors, owners, employees, partners, members, managers, representatives, principals, insurers, co-insurers, re-insurers, shareholders, agents, assigns, and attorneys.

17. "Settlement Administrator" means Phoenix Settlement Administrators.

II. RECITALS

1. In her Complaint, Plaintiff alleges wage statement violations under the PAGA based on California Labor Code §§ 226(a) and 2698, *et seq.* Specifically, Plaintiff alleges that whenever Defendant paid overtime wages, Defendant failed to identify the applicable hourly rate of pay for overtime wages on the corresponding wage statements provided to its employees, resulting in violation of Labor Code § 226(a). Based thereon, Plaintiff seeks civil penalties under the PAGA.

2. On February 11, 2022, Plaintiff provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described above.

3. On April 14, 2022, Plaintiff filed her Representative PAGA Action Complaint entitled *Alicia Ferrell v. CoreSite, L.L.C., et al.*, Santa Clara Superior Court Case No. 22CV396904. The Complaint asserts a sole claim for civil penalties under PAGA.

4. The Parties engaged in informal discovery before mediation. In response to PAGA Counsel's informal discovery requests, Defendant provided PAGA Counsel with information and data pertaining to the PAGA Group for PAGA Counsel to investigate Plaintiff's allegations and

value the PAGA claim, including the number of applicable wage statements and wage statement exemplars showing that Defendant cured the violation.

5. On October 19, 2022, the Parties participated in mediation with mediator Steve Serratore, Esq., and as a result of the mediation, the Parties agreed to fully and finally resolve the Released PAGA Claims as to Plaintiff and the PAGA Group.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree:

1. **Non-Admission.** Nothing in this Settlement shall be construed to be an admission by Plaintiff that her claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, PAGA Group Members, or any other person. Defendant disclaims any such liability or wrongdoing. The Parties entered into this Settlement intending to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendant shall pay the non-reversionary all-inclusive Gross Settlement Amount. In no event will Defendant pay more than the Gross Settlement Amount, with the sole exception of the following escalator provision.

a. The total number of pay periods wherein PAGA Group Members received overtime wages during the PAGA Period is approximately 2,972. Should the actual number of pay periods with payment for overtime wages during the PAGA Period exceed 2,972 by more than 10 percent, then Defendant shall increase the Net PAGA Payment by a pro rata percentage basis for each pay period in excess of 3,269.

b. Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator within fourteen (14) calendar days after the Effective Date.

3. **Net PAGA Payment.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net PAGA Payment to distribute to the LWDA and PAGA Group Members:

a. **PAGA Counsel's Fees and Costs.** Defendant will not oppose Plaintiff's request for attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount, in an amount not to exceed \$47,500.00, and for actual litigation costs of up to \$17,000.00. If the Court approves a payment of less than these amounts, the difference will be added to the Net PAGA Payment. The Parties agree that if the Court awards a lesser amount of attorneys' fees, it shall not be grounds for Plaintiff to invalidate the Settlement. If the Court believes the fee award or costs should be reduced, the other terms of the Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net PAGA Payment. Defendant, via the Settlement Administrator, will report these payments on an IRS Form 1099 issued to PAGA Counsel.

b. **Plaintiff's Enhancement Payment.** Defendant will not oppose Plaintiff's request for an enhancement payment of up to \$5,000.00 for her service to the LWDA and the PAGA Group, for the risks she undertook by prosecuting this Action, and for executing a general release of all claims. If the Court approves a payment of less than the requested amount, the

difference will be added to the Net PAGA Payment. If the Court believes the enhancement payment should be reduced, the other terms of the settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net PAGA Payment. Defendant, via the Settlement Administrator, will report the enhancement payment on an IRS Form 1099 issued to Plaintiff.

c. Administration Expenses. Defendant will not oppose the Settlement Administrator's costs in the amount of up to \$2,950.00 for administering the Settlement. If the Court approves a payment of less than this amount, the difference will be added to the Net PAGA Payment.

4. Allocation of Net PAGA Payment. The Net PAGA Payment shall be distributed as follows: 75% will be paid to the LWDA, and 25% will be divided among the PAGA Group based on the PAGA Group Members' *pro rata* share. The Net PAGA Payment payable to each of the PAGA Group Members will be based on following calculation:

a. The number of pay periods in which an individual PAGA Group Member received overtime compensation during the PAGA Period will be divided by the aggregate total number of pay periods in which all PAGA Group Members received overtime compensation during the PAGA Period, and then multiplied by the 25% of the Net PAGA Payment portion attributable to the PAGA Group, to obtain the PAGA Group Member's Individual PAGA Payment.

Should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net PAGA Payment, the Parties agree to re-negotiate the allocation of funds in good faith to obtain approval of the Settlement.

5. PAGA Released Claims. Upon entry of an Order and Judgment approving the Settlement and Defendant's funding of the Gross Settlement Amount, PAGA Group Members (including Plaintiff) will be forever barred from pursuing any of the Released PAGA Claims against the Released Parties. The Released PAGA Claims shall exclude claims for unemployment insurance, disability, and workers' compensation, and claims outside of the PAGA Period. The Released PAGA Claims do not include non-PAGA claims or any individual claims, other than Plaintiff's individual released claims. Additionally, upon entry of an Order and Judgment approving the Settlement and Defendant's funding of the Gross Settlement Amount, and other than the attorneys' fees that PAGA Counsel may seek pursuant to this Settlement Agreement, PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the LWDA Letter.

6. Additional General Release of Claims by Plaintiff. In addition to the Released PAGA Claims, Plaintiff makes the additional following general release of all claims, known or unknown upon the Effective Date. Plaintiff's releases set forth herein also include a waiver of all rights under California Civil Code § 1542, which includes a release of all known and unknown claims against the Released Parties, including all claims for wages, damages, liquidated damages, penalties, benefits, fringes, interest, attorney fees, litigation costs, restitution, or equitable relief, which she had, or may claim to have, against the Released Parties. Civil Code § 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

With respect to the above general release, Plaintiff stipulates and agrees that, upon the Effective Date, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code. This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553). Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims.

7. Covenants and Representations by Plaintiff and PAGA Counsel.

a. Plaintiff represents and warrants she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest, which is or may be subject to this Settlement.

b. Plaintiff acknowledges she has read this Settlement and she understands her rights, privileges, and duties under the Settlement, and enters into this Settlement freely and voluntarily, and without duress. Plaintiff further acknowledges she consulted with her attorneys to explain this Settlement and the consequences of signing this Settlement.

8. **Confidentiality.** The Parties and their counsel agree that they will not communicate with the press about the facts, amount, or terms of the Settlement. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement, including but not limited to any postings on any websites maintained by PAGA Counsel. Any communication to PAGA Group Members about the settlement amount prior to Court approval will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming Court-approved notice. However, nothing shall prevent the Parties from informing counsel purporting to represent PAGA Group Members that the Action has been resolved subject to the approval by the Court. After Court approval of the Settlement, PAGA Counsel may reference the Action by name and case number in a declaration establishing adequacy as class or representative counsel solely for the purpose of establishing adequacy of counsel in future actions.

To permit judicial review and approval of the Settlement, as required by Labor Code § 2698, *et seq.*, PAGA Counsel will file the Settlement Agreement with the Court and submit the Settlement Agreement to the LWDA as part of the Parties seeking Court approval of the Settlement, pursuant to Labor Code § 2699(l)(2).

9. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which enters Judgment in the Action in accordance with the terms of the Settlement and retains jurisdiction over the Action to enforce the terms of the Settlement

following approval of the Settlement. This Settlement is conditioned upon the Court entering Judgment as set forth herein. The Judgment will not release or bar any claims other than the Released PAGA Claims as to Plaintiff and the PAGA Group. PAGA Counsel shall submit a copy of the Final Order and Judgment to the LWDA within ten (10) days after receipt in accordance with California Labor Code section 2699(l)(3).

10. **No Right to Object/Opt-Out.** Because this Settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of and for the State of California and the LWDA, the Parties agree that no PAGA Group Member (including Plaintiff) has the right to exclude himself or herself from the Settlement. Each PAGA Group Member (including Plaintiff) will be bound by the terms of the Settlement Agreement upon its approval by the Court, regardless of whether the PAGA Group Member cashes any payment received as a result of this Settlement. The Parties also agree that no PAGA Group Member (including Plaintiff) has the right to object to the terms of the Settlement Agreement.

11. **No Credit toward Benefit Plans.** Payments to Plaintiff and the PAGA Group Members as referenced herein will not be considered “compensation” and will not be utilized to calculate any additional benefits under any benefit plans to which Plaintiff or any PAGA Group Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which Plaintiff or any PAGA Group Member may be entitled under any benefit plans.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to use the Settlement Administrator to handle the administration of this Settlement. Other than providing information pertaining to the PAGA Group (pursuant to subparagraph 2 below) and funding the Gross Settlement Amount, Defendant shall have no responsibility for calculating or issuing any payments made pursuant to this Settlement Agreement.

2. **Provision of Information for the PAGA Group.** Within 14 calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with information for the PAGA Group. Defendant will in good faith compile from its records a list of PAGA Group Members that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each PAGA Group Member’s full name, last known mailing address, last known telephone number, Social Security number, and number of pay periods in which overtime compensation was paid to each respective PAGA Group Member during the PAGA Period. Because Social Security numbers and other private information is included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

Within seven business days of receiving the PAGA Group’s information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each PAGA Group Member and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for the PAGA Group and prior to mailing the explanatory letter, the Settlement Administrator will perform a search on the National Change of Address database to update the PAGA Group Members' addresses.

Within three business days of receiving approval from counsel of the payment calculations, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached as **Exhibit A**, in English, along with Individual PAGA Payments to all PAGA Group Members via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each PAGA Group Member, which will be based on the formula in Section III.4., *supra*. The Settlement Administrator will send each PAGA Group Member a check for his or her Individual PAGA Payment along with an explanatory letter. Checks will remain negotiable for 180 days.

Individual PAGA Payment checks that remain uncashed after 180 days of issuance will be sent by the Settlement Administrator to the California State Controller's Unclaimed Property Fund in the name of the PAGA Group Member.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each PAGA Group Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each PAGA Group Member.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address, or Social Security number of the PAGA Group Member involved and will perform a single re-mailing.

Defendant discharges its obligations to those PAGA Group Members to whom it will pay an Individual PAGA Payment through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by PAGA Group Members.

5. **Payment of Remainder.** Within three business days of receiving approval from counsel of the payment calculations, the Settlement Administrator will distribute these additional payments: (1) the 75% share of the Net PAGA Payment to the LWDA; (2) Court-approved attorneys' fees and costs to PAGA Counsel; (3) Court-approved enhancement payment to Plaintiff; and (4) Court-approved administration costs to the Settlement Administrator.

6. **Accounting.** Within 15 business days of receiving approval from counsel of the payment calculations, the Settlement Administrator will provide an accounting declaration under oath to the Parties of its duties and the amounts paid from the Settlement.

7. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and paid via IRS Form 1099 issued to each PAGA Group Member. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, make(s) any representations or warranties regarding tax consequences of any payment under this Settlement.

V. MISCELLANEOUS PROVISIONS

1. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms of this Settlement. The Parties agree that the terms of this Settlement result from lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendant shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party. This Settlement will not be construed more strictly against one Party merely by the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to preparing this Settlement.

2. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, assigns, administrators, and successors.

3. **Governing Law.** This Settlement shall be construed under and governed by the laws of the State of California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law.

4. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent this Settlement contains the entire understanding between them and contains all terms pertaining to the compromise and settlement of the Released PAGA Claims.

5. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely to address: (i) the interpretation and enforcement of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

6. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument, signed by either of the Parties or their successors-in-interest or counsel for all Parties.

7. **Authorization to Enter into Settlement and Cooperation.** Counsel for all Parties warrant and represent that they are authorized by the Parties whom they represent to negotiate this Settlement and to take all action required or permitted to be taken by such Parties under this Settlement to effectuate its terms, and to execute any other documents required to effectuate this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement, including filing a motion to approve the Settlement. If the Parties cannot agree on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate this Settlement, the Parties agree to seek the assistance of the mediator to resolve such disagreement.

8. **Execution and Counterparts.** The Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile, DocuSign, .pdf, electronic and scanned copies of the signature page will be accepted as originals for purposes of this Settlement Agreement and will be deemed one and the same instrument provided that counsel for the Parties will exchange among themselves signed counterparts.

9. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and arrived at this Settlement after arm's-length negotiations by experienced counsel and assisted by Steve Serratore Esq., an experienced mediator. The Parties further acknowledge that they are each represented by competent counsel and that they could have consulted with their counsel regarding the fairness and reasonableness of this Settlement.

10. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

11. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

12. **Waiver.** No waiver of any condition or covenant in this Settlement or failure to exercise a right or remedy by the Parties will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

13. **Enforcement Action.** The Parties agree that this Settlement Agreement is enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms under Code of Civil Procedure Section 664.6. Should either Party seek to enforce the terms of this Settlement Agreement, the prevailing party to any such enforcement action shall be entitled to recover reasonable attorneys' fees and costs in connection therewith.

14. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

15. **Binding Agreement.** The Parties warrant they understand and have full authority to enter into this Settlement and intend this Settlement will be enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

16. **Denial of Liability.** The Parties expressly recognize that making this Settlement does not constitute an admission or concession of wrongdoing by Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of this Action, is intended by the Parties to, nor will the foregoing constitute, be introduced, be used, or be admissible in any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding

the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

17. **Nullification.** If the Court should fail to approve the Settlement, the Parties shall coordinate efforts to address the Court's questions or concerns and work jointly to make reasonable efforts to remedy the Settlement in order to obtain the Court's approval. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

18. **Stay of Litigation.** The Parties agree that upon the execution of this Settlement Agreement the Action shall be stayed, except to effectuate the terms of this Settlement and to file for approval of the Settlement. The Parties further agree, upon the signing of this Settlement Agreement and pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions in this Settlement, and execute it voluntarily and with full understanding of its consequences.

PLAINTIFF ALICIA FERRELL

Dated: _____, 2023

Alicia Ferrell

DEFENDANT CORESITE, L.L.C.

Dated: ___August 10___, 2023



CoreSite, L.L.C.
By: Leslie D. McIntosh
Its: Senior Vice President, Human Resources

APPROVED AS TO FORM:

Dated: _____, 2023

DIVERSITY LAW GROUP, P.C.

By: _____
Larry W. Lee
Max W. Gavron
Mai Tulyathan
Attorneys for Plaintiff Alicia Ferrell

Dated: _____, 2023

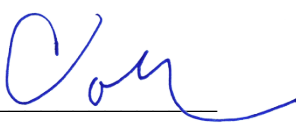
POLARIS LAW GROUP

By: _____

William L. Marder
Attorneys for Plaintiff Alicia Ferrell

Dated: August 11, 2023

CALL & JENSEN

By:  

Julie R. Trotter
Ellen Connelly Cohen
Attorneys for Defendant CoreSite, L.L.C.

the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

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PLAINTIFF ALICIA FERRELL

Dated: 8/11/2023, 2023

DocuSigned by:

Alicia Ferrell

93CA7CE64C8460...

Alicia Ferrell

DEFENDANT CORESITE, L.L.C.

Dated: _____, 2023

CoreSite, L.L.C.

By: Leslie McIntosh

Its: Senior Vice President, Human Resources

APPROVED AS TO FORM:

Dated: August 11, 2023

DIVERSITY LAW GROUP, P.C.

By: 

Larry W. Lee

Max W. Gavron

Mai Tulyathan

Attorneys for Plaintiff Alicia Ferrell

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

ALICIA FERRELL, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

CORESITE, L.L.C., a Delaware limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 22CV396904

**NOTICE OF PRIVATE ATTORNEYS
GENERAL ACT (CALIFORNIA LABOR
CODE § 2698, *ET SEQ.*) SETTLEMENT**

Notice is hereby given that a Private Attorneys General Act (“PAGA”) settlement, pursuant to California Labor Code § 2698, *et seq.*, has been approved by the Court, in connection with your employment with Defendant CoreSite, L.L.C. (“Defendant”), in the lawsuit filed by Plaintiff Alicia Ferrell (“Plaintiff”) against Defendant in the Santa Clara County Superior Court, entitled *Alicia Ferrell v. CoreSite, L.L.C., et al.*, Case No.: 22CV396904 (the “Lawsuit”).

A. PURPOSE OF THIS NOTICE

This Notice is being sent to you because you have been identified as a current or former non-exempt employee of Defendant in the State of California who earned overtime wages at any time from February 11, 2021, through February 25, 2022 (“PAGA Group Member”). As a PAGA Group Member, you are entitled to your individual portion of this PAGA settlement. Your individual share of the PAGA settlement is enclosed herewith.

B. DESCRIPTION OF THE LAWSUIT AND SETTLEMENT

In this Lawsuit, Plaintiff alleges Defendant failed to issue accurate itemized wage statements to its employees whenever employees were paid overtime wages during the period February 11, 2021, through February 25, 2022 (the “PAGA Period”), in violation of Labor Code § 226(a). Based thereon, Plaintiff seeks civil penalties under the PAGA against Defendant.

On February 11, 2022, Plaintiff provided written notice to the California Labor & Workforce Development Agency (“LWDA”) of Defendant’s alleged violations of the Labor Code described above. On April 14, 2022, Plaintiff filed her representative action complaint under the PAGA, entitled *Alicia Ferrell v. Coresite, L.L.C., et al.*, Santa Clara County Superior Court, Case No. 22CV396904 (the “Complaint”). The Complaint asserts a claim for civil penalties under PAGA based on violations of Labor Code § 226(a).

Defendant denies all liability or wrongdoing. The Court has not ruled on the merits of Plaintiff’s claims. By approving the Settlement this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. The Parties agreed to a settlement to avoid further dispute and the costs of litigation. Specifically, the Parties agreed to a settlement of \$142,500.00 to resolve the PAGA claims (“Gross Settlement Amount”), which is allocated as follows:

- a. **Attorney Fees and Costs:** up to \$47,500.00 for attorneys’ fees and up to \$17,000.00 for litigation costs from the Gross Settlement Amount.
- b. **Plaintiff’s Service Award:** \$5,000.00 from the Gross Settlement Amount as an award for Plaintiff’s service to the LWDA and the PAGA Group Members, the risk she undertook by prosecuting this Action, and her general release of claims.

- c. **Administration Costs:** \$2,950.00 from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement.

C. ALLOCATION OF SETTLEMENT

After deduction of all of these amounts, the remainder, or “Net PAGA Payment” shall be distributed as follows: 75% will be paid to the LWDA, and 25% will be divided among the PAGA Group Members. The Net PAGA Payment payable to each of the PAGA Group Members is based on following calculation:

The number of pay periods in which a PAGA Group Member received overtime wages during the PAGA Period will be divided by the total number of pay periods in which all PAGA Group Members received overtime wages during the PAGA Period, and then multiplied by 25% of the Net PAGA Payment, to reach each PAGA Group Member’s share.

For tax purposes, the entirety of your share of the PAGA settlement award shall be classified as penalties and reported using IRS Form 1099.

D. WHAT CLAIMS YOU ARE RELEASING THROUGH THIS SETTLEMENT

Upon entry of an Order and Judgment approving the Settlement and Defendant’s funding of the Gross Settlement Amount, you will be releasing Defendant and its predecessors, successors, parent, affiliated and subsidiary corporations, limited liability companies, limited partnerships, general partnerships and limited liability partnerships, present or past officers, directors, owners, employees, partners, members, managers, representatives, principals, insurers, co-insurers, re-insurers, shareholders, agents, assigns, and attorneys (“Released Parties”) from all claims under California Labor Code § 2698, *et seq.* (the Private Attorney General Act), based on the facts and theories alleged in Plaintiff’s LWDA Letter and the Complaint, for violations of Labor Code § 226 arising within the PAGA Period (“Released PAGA Claims”).

Because this Settlement resolves claims brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of and for the State of California and the LWDA, no PAGA Group Member (including you) has the right to exclude himself or herself from the Settlement. You are bound by the terms of the Settlement Agreement regardless of whether you cash the enclosed check.

Attorneys for the Plaintiff in this lawsuit are:

DIVERSITY LAW GROUP, P.C.

Larry W. Lee, Esq.
Max W. Gavron, Esq.
Mai Tulyathan, Esq.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Tel.: (213) 488-6555
Fax: (213) 488-6554

POLARIS LAW GROUP

William L. Marder, Esq.
501 San Benito Street, Suite 200
Hollister, CA 95023
Tel.: (831) 531-4214
Fax: (831) 634-0333

If you have any questions regarding this award or this case, please contact the attorneys identified above.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

EXHIBIT D



CASE ASSUMPTIONS

Class Members	141
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	141
Subtotal Admin Only	\$2,950.00

Not-to-Exceed Total \$2,950.00

For 141 Class Members

Pricing Good for Scope of Estimate Only

April 26, 2023

Case: Ferrell v. CoreSite PAGA Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949-566-1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Mai Tulyathan

Firm: Diversity Law Group, APC

Contact Number: (213) 488-6555

Email: ktulyathan@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly.

Estimate is based on 141 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$49.43	1	\$49.43
Call Center & Long Distance	\$2.00	14	\$28.20
NCOA (USPS)	\$50.00	1	\$50.00
Total			\$527.63

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$75.00	1	\$75.00
Data Merge & Duplication Scrub	\$0.25	141	\$35.25
Notice and Check Packet	\$1.50	141	\$211.50
Estimated Postage (up to 1 oz.)*	\$0.64	141	\$90.24
Total			\$411.99

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	2	\$100.00
Skip Tracing Undeliverables	\$1.50	14	\$21.15
Remail Notice Packets	\$1.50	14	\$21.15
Estimated Postage	\$0.56	14	\$7.90
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$200.20

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	2	\$200.00
Case Manager	\$85.00	2	\$170.00
Total			\$370.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	1	\$100.00
Disbursement Review	\$100.00	1	\$100.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$50.00	2	\$100.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Total			\$690.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	1	\$100.00
Remail Undeliverable Checks (Postage Included)	\$1.50	27	\$40.19
Reconcile Uncashed Checks	\$85.00	1	\$85.00
Conclusion Reports	\$100.00	1	\$100.00
Case Manager Conclusion	\$75.00	1	\$75.00
Final Reporting & Declarations	\$100.00	1	\$100.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$250.00	1	\$250.00
Total			\$750.19

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$2,950.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT E

Alicia Ferrell v. CoreSite, L.L.C.
Time and Task Chart for Mai Tulyathan

Hours	Description of Work
5.6	Factual investigation; review of file and client documents; confer with co-counsel upon assignment to case
2.5	Draft PAGA letter; confer with client regarding same
3.4	Draft complaint; further review and revise complaint; confer with client regarding same
0.7	Draft peremptory challenge
0.5	Review order and notice of reassignment; order deeming case complex and staying discovery
0.1	Review Defendant's notice of appearance
3.2	Meet and confer with opposing counsel for case management conferences; draft various case management conference statements
3.9	Review Defendant's correspondence regarding arbitrability; confer with client regarding same; meet and confer with opposing counsel regarding arbitrability issues
1.3	Review and revise stipulation to stay case pending mediation; meet and confer with opposing counsel regarding same
5.6	Review data and documents produced by Defendant for mediation and settlement purposes; review damages analysis
8.2	Draft long-form settlement agreement
5.7	Several meet and confer e-mail and telephonic correspondences with opposing counsel regarding settlement terms and settlement agreement; review and revise same
1.4	Review and revise PAGA notice to employees
1.0	Confer with settlement administrator regarding administration and admin expenses
13.6	Draft motion for approval of PAGA settlement, proposed order, and supporting documents; further review and revise same
0.6	Meet and confer with opposing counsel regarding PAGA approval motion
<u>57.3</u>	<u>TOTAL HOURS</u>

EXHIBIT F

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DIVERSITY LAW GROUP
Slip Listing

Page 1

Selection Criteria

Slip.Classification Open
Client (hand select) Include: Ferrell, Alicia v. Core
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
70717	EXP	Mariana Becerra	1	75.00	75.00
2/11/2022		Court fees			
WIP		Ferrell, Alicia v. Core			
LWDA					
71145	EXP	Olympia	1	0.25	0.25
2/28/2022		Photocopies			
WIP		Ferrell, Alicia v. Core			
Photocopies					
71146	EXP	Olympia	1	6.13	6.13
2/28/2022		Postage			
WIP		Ferrell, Alicia v. Core			
Postage					
71428	EXP	Erika Mejia	1	1483.77	1483.77
4/13/2022		Court fees			
WIP		Ferrell, Alicia v. Core			
Odyssey - Complaint					
71503	EXP	Erika Mejia	1	1483.77	1483.77
4/14/2022		Court fees			
WIP		Ferrell, Alicia v. Core			
Odyssey - Complaint					
71511	EXP	Erika Mejia	1	5.72	5.72
4/15/2022		Court fees			
WIP		Ferrell, Alicia v. Core			
Odyssey - 170.6					
71512	EXP	Erika Mejia	1	5.72	5.72
4/15/2022		Court fees			
WIP		Ferrell, Alicia v. Core			
Odyssey - 170.6					
71530	EXP	Erika Mejia	1	5.72	5.72
4/18/2022		Court fees			
WIP		Ferrell, Alicia v. Core			
Odyssey - Notice of Related Case					

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DIVERSITY LAW GROUP
Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
71531	EXP	Erika Mejia	1	5.72	5.72
4/18/2022		Court fees			
WIP		Ferrell, Alicia v. Core			
Odyssey - Notice of Related Case					
71708	EXP	Erika Mejia	1	97.60	97.60
4/26/2022		Atty Service			
WIP		Ferrell, Alicia v. Core			
Attorney Service - Complaint Service					
71710	EXP	Erika Mejia	1	97.60	97.60
4/26/2022		Atty Service			
WIP		Ferrell, Alicia v. Core			
Attorney Service - Complaint Service					
71731	EXP	Erika Mejia	1	5.72	5.72
5/9/2022		Court fees			
WIP		Ferrell, Alicia v. Core			
Odyssey - POS of summons					
71854	EXP	Erika Mejia	1	5.72	5.72
5/18/2022		Court fees			
WIP		Ferrell, Alicia v. Core			
Odyssey - POS of Summons					
72091	EXP	Erika Mejia	1	5.72	5.72
6/6/2022		Court fees			
WIP		Ferrell, Alicia v. Core			
Odyssey - Request for Dismissal					
72607	EXP	Max Gavron	1	0.91	0.91
7/27/2022		Telephone			
WIP		Ferrell, Alicia v. Core			
Conference Call					
72806	EXP	Erika Mejia	1	5.72	5.72
8/19/2022		Court fees			
WIP		Ferrell, Alicia v. Core			
Odyssey - Joint CMS					
72878	EXP	Erika Mejia	1	26.32	26.32
9/2/2022		Court fees			
WIP		Ferrell, Alicia v. Core			
Odyssey - Stip and Order to Stay Case					
73128	EXP	Olympia	1	12500.00	12500.00
9/29/2022		Arbitrators			
WIP		Ferrell, Alicia v. Core			
Serratore Law					

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DIVERSITY LAW GROUP
Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
73336	EXP	Olympia	1	0.57	0.57
9/30/2022		Postage			
WIP		Ferrell, Alicia v. Core			
Postage					
73654	EXP	Erika Mejia	2	26.32	52.64
12/2/2022		Court fees			
WIP		Ferrell, Alicia v. Core			
Odyssey - Stip to Cont CMC					
74758	EXP	Erika Mejia	1	5.72	5.72
2/17/2023		Court fees			
WIP		Ferrell, Alicia v. Core			
Odyssey - Joint CMS					
74537	EXP	Olympia	2	0.25	0.50
2/28/2023		Photocopies			
WIP		Ferrell, Alicia v. Core			
Photocopies					
74538	EXP	Olympia	1	0.60	0.60
2/28/2023		Postage			
WIP		Ferrell, Alicia v. Core			
Postage					
75965	EXP	Erika Mejia	1	5.72	5.72
8/17/2023		Court fees			
WIP		Ferrell, Alicia v. Core			
Odyssey - CMS					
75992	EXP	Mai Tulyathan	1	500.00	500.00
8/22/2023		Court fees			
WIP		Ferrell, Alicia v. Core			
Approval Motion Fees					
Grand Total					
			0.00		16382.86
			0.00		0.00
			0.00		16382.86

EXHIBIT G